



JAMES A. NOYES, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 26, 2003

IN REPLY PLEASE

REFER TO FILE: **PD-2**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**COPPER HILL DRIVE REALIGNMENT- TRACT NO. 35783
DEVELOPER-COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 5
4 VOTES**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chair of the Board to sign the cooperative agreement with Davidon Homes for a project to realign Copper Hill Drive from 470 feet east of Paragon Drive to 330 feet west of Courtland Way. The agreement provides for Davidon Homes to perform the preliminary engineering and construct the project with the County to contribute an amount of \$285,000 toward the project cost. The agreement further provides for Davidon Homes to finance the project cost in excess of County's contribution. The total project cost is currently estimated to be \$1,050,000 with Davidon Homes' share being \$765,000 and the County's share being \$285,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Davidon Homes Tract No. 32758 was conditioned to realign Copper Hill Drive from 300 feet west of Hidden Hills Drive to 330 feet west of Courtland Way, with residential driveway access directly to Copper Hill Drive by way of a frontage road adjacent to six homes. Tract No. 32758 was completed and recorded in 1982. In February 1984, Copper Hill Drive was designated as a Secondary Highway. Residents along Copper Hill Drive have concerns because direct residential access to a Secondary Highway is not preferred. Therefore, Davidon Homes proposes to realign Copper Hill Drive from 470 feet east of Paragon Drive to 330 feet west of Courtland Way. This roadway is fronting Tract No. 35783 and is jurisdictionally shared with the City of Santa Clarita.

The work will consist of constructing roadway pavement, curb, gutter, sidewalk, landscaping and raised median, and installing a street lighting system. Your Board's approval of the enclosed agreement is necessary for the delegation of responsibilities and the cooperative financing of the project.

Implementation of Strategic Plan Goals

This action meets the County's Strategic Plan Goal of Service Excellence. By improving Copper Hill Drive, residents of the City of Santa Clarita and unincorporated area who travel on this street will benefit, and their quality of life will be improved.

FISCAL IMPACT/FINANCING

The total project cost is currently estimated to be \$1,050,000 with Davidon Homes' share being \$765,000 and the County's share being \$285,000. Funding for this project is included in the proposed Fiscal Year 2003-04 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement, which has been approved as to form by County Counsel, provides for Davidon Homes to perform the preliminary engineering and construct the project with the County to contribute an amount of \$285,000 toward the project cost. The agreement further provides for Davidon Homes to finance the project cost in excess of County's contribution.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. On December 6, 1994, Synopsis 12, your Board adopted the Final Environmental Impact Report for the development of Tract No. 35783, which encompasses the subject project.

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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Copper Hill Drive is on the County's Highway Plan, and the proposed improvements are needed and of general County interest.

CONCLUSION

Enclosed are two copies of the agreement, which have been approved by Davidon Homes and approved as to form by County Counsel. Upon approval, please return the copy marked "DEVELOPER ORIGINAL" to us for processing together with one approved copy of this letter. The copy marked "COUNTY ORIGINAL" is for your files.

Respectfully submitted,

JAMES A. NOYES
Director of Public Works

ESC:yr

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Enc.

cc: Chief Administrative Office
County Counsel

COUNTY ORIGINAL

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between DAVIDON HOMES, a Limited Partnership, by Davidon Corporation, a California Corporation, its General Partner Owner-as the Developer of Tract No.35783, hereinafter referred to as "SUBDIVIDER," and the COUNTY OF LOS ANGELES, a political subdivision of the State of California, hereinafter referred to as "COUNTY":

W I T N E S S E T H

WHEREAS, Copper Hill Drive is on the COUNTY'S Highway Plan; and

WHEREAS, six homes with residential driveway access directly on the south side of Copper Hill Drive were part of SUBDIVIDER'S Tract No.32758; and

WHEREAS, Tract No.32758 was completed and recorded in 1982 and

WHEREAS, at that time, Copper Hill Drive was designated as a limited Secondary Highway and driveway access was allowed; and

WHEREAS, in February 1984, Copper Hill Drive was adopted by the COUNTY as a Secondary Highway; and

WHEREAS, residents along Copper Hill Drive have concerns because direct residential driveway access to a Secondary Highway is not preferred; and

WHEREAS, SUBDIVIDER of Tract No.35783 was conditioned to realign Copper Hill Drive from 300 feet west of Hidden Hills Drive to 330 feet west of Courtland Way with residential driveway access to Copper Hill Drive by way of a frontage road adjacent to the six homes, which work is hereinafter referred to as "PROJECT"; and

WHEREAS, PROJECT will consist of constructing roadway pavement, curb, gutter, sidewalk, landscaping and raised median, and installing a street lighting system; and

WHEREAS, PROJECT is within the jurisdictional boundaries of COUNTY and the City of Santa Clarita; and

WHEREAS, PROJECT is of general interest to COUNTY, City of Santa Clarita, and SUBDIVIDER; and

WHEREAS, COST OF PROJECT includes the costs of preliminary engineering, construction contract, required materials and labor for construction, construction inspection and engineering, materials testing, construction bonding, and construction survey for PROJECT as more fully set forth herein; and

WHEREAS, COUNTY has agreed to contribute an amount of Two Hundred Eighty-five Thousand and 00/100 Dollars (\$285,000.00) towards the COST OF PROJECT; and

WHEREAS, SUBDIVIDER is willing to finance the COST OF PROJECT in excess of COUNTY'S contribution; and

WHEREAS, COST OF PROJECT is currently estimated by COUNTY to be One Million Fifty Thousand and 00/100 Dollars (\$1,050,000.00) with COUNTY'S share being Two Hundred Eighty-five Thousand and 00/100 Dollars (\$285,000.00) and SUBDIVIDER'S share being Seven Hundred Sixty-five Thousand and 00/100 Dollars (\$765,000.00); and

NOW, THEREFORE, in consideration of the mutual benefits to be derived by SUBDIVIDER and COUNTY and of the promises herein contained, it is hereby agreed as follows:

1 DEFINITIONS:

- a The term "JURISDICTION" as referred to in this AGREEMENT shall be defined as the area within the geographical boundary of each governmental entity mentioned in this AGREEMENT.
- b COST OF PROJECT, as referred to in this AGREEMENT, shall consist of the costs of preliminary engineering, construction contract, required materials, detour, signing and striping, labor for construction, construction inspection and engineering, construction bonding, construction survey and utility relocation, and all other work necessary to construct PROJECT in accordance with the approved plans.
- c The cost of "preliminary engineering," as referred to in this AGREEMENT, shall consist of the costs of design survey; soils report; traffic index and geometric investigation; preparation of plans, specifications, and cost estimates; utility engineering; and all other necessary work prior to start of PROJECT .

2. SUBDIVIDER AGREES.

- a To perform or act to perform the preliminary engineering and furnish to COUNTY complete, final, and approved construction plans with calculations, cost estimates, and specifications for PROJECT.
- b To obtain approval and permits from COUNTY and the City of Santa Clarita of plans for PROJECT prior to construction of PROJECT.
- c To construct PROJECT.
- d To finance the COST OF PROJECT in excess of COUNTY'S contribution of Two Hundred Eighty-five Thousand and 00/100 Dollars (\$285,000.00).
- e To file with COUNTY, prior to construction of PROJECT, a good and sufficient improvement security in an amount not less than One Million Fifty Thousand and 00/100 Dollars (\$1,050,000.00) for the faithful performance of the terms and conditions of this AGREEMENT. Bond No.111417 4144 was issued by SUBDIVIDER on August 31, 2001, and is being held by COUNTY as surety for work described in this AGREEMENT.
- f To obtain, if necessary, any temporary right of way within COUNTY necessary for the construction of PROJECT at no cost to COUNTY.
- g To dedicate the necessary right of way to COUNTY at no cost to COUNTY after final acceptance of PROJECT under Tract No.35783-04.

3 COUNTY AGREES

- a To contribute an amount of Two Hundred Eighty-five Thousand and 00/100 Dollars (\$285,000.00) towards the COST OF PROJECT.
- b To pay SUBDIVIDER, upon acceptance of PROJECT, the amount set forth in Section (3)-a., above. Such payment shall be made in a timely fashion.
- c To approve plans for PROJECT in a timely fashion prior to construction of PROJECT, and to cooperate with SUBDIVIDER with any assistance SUBDIVIDER may need to coordinate construction activities with the existing homes fronting on Copper Hill Drive and the general public including Traffic Control Enforcement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the SUBDIVIDER on _____, 2003, and by the COUNTY OF LOS ANGELES on _____, 2003.

COUNTY OF LOS ANGELES

ATTEST:

VIOLET V ARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Chair, Board of Supervisors

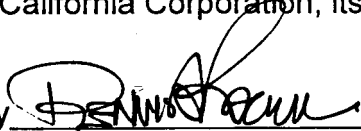
By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By  _____
Deputy

DAVIDON HOMES, A Limited Partnership, by Davidon Corporation
a California Corporation, its General Partner

By  _____
Vice President, Dennis Razzari

By  _____
Assistant Secretary, Linda Allen

NOTE: All signatures must be witnessed by
Notary. (Attach appropriate jurat)

NOTARY ACKNOWLEDGMENT

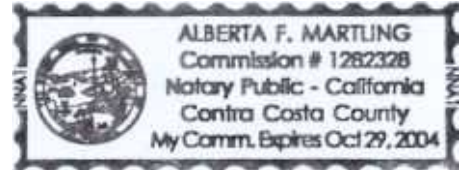
State of California ss
County of Contra Costa }

On **June 12, 2003**, before me, **Alberta F. Martling**, a Notary Public in and for said State, personally appeared **Dennis J. Razzari and Linda Allen**, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

Signature: *Alberta F. Martling*

Name: Alberta F. Martling



(Seal)

OPTIONAL:

DESCRIPTION OF ATTACHED DOCUMENT: Agreement between Davidon Homes and the County of Los Angeles regarding realignment of Copper Hill Drive.